

**ONTARIO SECONDARY SCHOOL  
TEACHERS' FEDERATION  
RAINBOW DISTRICT 3**

**CONSTITUTION**

**&**

**BY-LAWS**

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**PART 1 CONSTITUTION**

**ARTICLE 1 - DEFINITIONS**

- 1.1 In this Constitution and By-Laws:
- 1.1.2 "OSSTF." shall mean the "Ontario Secondary School Teachers' Federation".
- 1.1.3 "District" shall mean Rainbow District 3, of OSSTF, unless otherwise stated.
- 1.1.4 "Member" shall mean an active or voluntary member (example: Life Member, Active Retired Member) of Rainbow District 3 unless otherwise stated.
- 1.1.5 "Unit" shall mean a bargaining unit of Rainbow District 3, OSSTF.
- 1.1.6 "Branch/geographic" shall designate smaller organizations of the members of OSSTF within the bargaining units of District 3.
- 1.1.7 "Officer" shall mean the District Officer.
- 1.1.8 "Constitution" shall mean the system of fundamental principles according to which the District 3 OSSTF is governed, and the basic organization of OSSTF Rainbow District 3. This Constitution shall not contravene the Constitution and By-Laws of the Provincial OSSTF.
- 1.1.9 "By-Laws" shall mean Standing Rules governing the membership of OSSTF Rainbow District 3, made under this Constitution on matters of internal regulation and matters which are entirely within the control of OSSTF Rainbow District 3.
- 1.1.10 "Policy" shall mean a stand or position taken by OSSTF Rainbow District 3, in accordance with its by-laws on matters whose resolution is beyond the internal legislative power of OSSTF Rainbow District 3.
- 1.1.11 "Workplace" shall mean any location where an active member of Rainbow District 3 is employed.
- 1.1.12 "President" shall mean the Presiding Officer of the District Executive of Rainbow D3.

**2.1 NAME**

2.1.1 This organization shall be the Ontario Secondary School Teachers' Federation, Rainbow District 3.

**2.2 MEMBERSHIP**

2.2.1 Membership shall consist of all active members of Rainbow District 3 in good standing.  
2.2.2 Active Members employed under a particular Collective Agreement shall constitute a Unit.

**ARTICLE 3 - OBJECTIVES**

3.1 The Objectives of the District shall be:  
3.1.1 to promote and advance the cause of education;  
3.1.2 to promote a high standard of ethics;  
3.1.3 to promote and advance the interest of members and to secure conditions which will make possible, the best service;  
3.1.4 to secure for members more active participation in the formulation of policies and practices affecting their workplace;  
3.1.5 to protect its members, both individually and collectively, in their chosen fields;  
3.1.6 to promote political action to ensure that legislation regulating educational structures and policies is in the best interests of the members, students and the community;  
3.1.7 to support and promote equal opportunity for its members, for its employees, and for students  
3.1.8 to promote accessibility for all members, employees, and students of Rainbow District School Board facilities, including other workplaces where OSSTF D3 members are employed.  
3.1.9 to comply in all aspects, with the Provincial OSSTF

**ARTICLE 4 - ORGANIZATION**

4.1 The District shall operate as a District within the boundaries determined by OSSTF.

**4.2 District Executive**

4.2.1 There shall be a District Executive  
4.2.2 The District Executive shall consist of:  
(a) the elected District President  
(b) the elected District Vice-President  
(c) the elected District Treasurer  
(d) the elected District Secretary  
(e) the Chairs of Standing Committees who will be non-voting members of the District Executive. Notwithstanding the above, if a committee chair was also a branch/geographic area representative then they will vote as the elected branch/geographic area representative.  
(f) the Unit Presidents

- (g) Past President for a one year term following the last term as President.
- (h) “an Executive Officer for each branch/geographic area not otherwise represented in one of the above positions subject to the unit representative vote ratio based on the yearly October 31 FTE numbers to the Provincial Office.”
- (i) the District Officer shall be a non-voting member of the District Executive
- (j) no other members. Guests may be permitted to attend District Executive meetings at the request of the Bargaining Units’ Presidents. The Presiding Officer of the meeting will make the final decision.

4.2.3 These officers (4.2.2) shall perform the duties prescribed by the by-laws.

4.2.4 Half of the executive will be elected in alternate years. The Vice-President and Secretary will be elected in even-numbered years, and the President and Treasurer will be elected in odd-numbered years.

#### 4.3 **Standing Committees**

4.3.1 There shall be the following standing committees

- (a) Communication / Political Action
- (b) Educational Services
- (c) Status of Women
- (d) Health and Safety
- (e) Human Rights
- (f) Collective Bargaining and Contract Maintenance
- (g) Finance Committee

4.3.2 The membership of each standing committee shall consist of one representative per branch and/or bargaining unit.

4.3.3 Each committee shall elect its own chairperson to serve on the District Executive.

4.3.3 Each committee will exercise authority over its allotted budget. All financial authorization will come from the District Executive.

#### 4.4 **Annual Spring Assembly**

4.4.1 There shall be an Annual Spring Assembly to take place by the third Wednesday of May each year.

4.4.2 The delegates to the Annual Spring Assembly will be determined according to the By-Laws.

4.4.3 The District Executive will be elected at the Annual Spring Assembly.

#### 4.5 **AMPA Delegation**

4.5.1 There shall be a District AMPA Delegation

4.5.2 The district AMPA delegation shall consist of delegates appointed by each unit according to Unit Constitutions. The number of delegates for each unit is designated by Provincial OSSTF.

4.5.3 The district AMPA delegation may also consist of alternates as determined by the provincial office.

4.6 **Collective Bargaining & Contract Maintenance Committee**

- 4.6.1 There shall be a Collective Bargaining & Contract Maintenance Committee for each bargaining unit.
- 4.6.2 The members of this committee may be the Chairs or Chief Negotiators from each of the units and the Contract Maintenance Chairs from each unit.

4.7 **Finance Committee**

- 4.7.1 There shall be a District Finance Committee.
- 4.7.2 The District Finance Committee shall consist of one representative from each of the bargaining units of Rainbow District 3, the District Treasurer, the District Officer, the District Vice-President, and the District President.

4.8 **The District Officer**

- 4.8.1 There shall be a District Officer for Rainbow District 3.
- 4.8.2 The District Officer shall be appointed by the District Executive.
- 4.8.3 The District Officer shall not hold any other position on the District Executive.
- 4.8.4 The District Officer shall not be a voting member of the District Executive.
- 4.8.5 The District Officer shall be a two-year appointment starting on July 1<sup>st</sup> in an even-numbered year.
- 4.8.6 If the District Officer vacates the position during the two year term of office, the District Executive shall appoint an interim District Officer from qualified candidates. The Bargaining Unit Presidents (or designates) and two District Executive members will interview candidates. These two District Executive members will be elected by the District Executive. (See By-Law 7.2 - Hiring).

4.9 **Release Time**

- 4.9.1 The District President shall be on full-time release.
- 4.9.2 The District Officer shall be on full-time release.
- 4.9.3 Notwithstanding the above, the District Executive may approve additional release time for a member(s). This release time cannot adversely impact the full time release of the District Officer or District President.

**ARTICLE 5 – UNITS**

- 5.1 There shall be Bargaining Units within Rainbow District 3.
- 5.1.1 The structure and rules governing each of the Units shall be established by the Constitution and By-laws of each Unit.

**ARTICLE 6 - DISTRICT OFFICE**

- 6.1 The District shall maintain a District Office which shall be run and managed by the District Officer.

**ARTICLE 7 - ELECTIONS AND APPOINTMENTS**

- 7.1 Any member of the District is eligible to hold any OSSTF elective office of the District Executive.
- 7.2 Appointments will be made at the District level from persons qualified under the criteria established in the By-Laws.
- 7.3 All registered delegates have the right to vote at the Annual Spring Assembly.
- 7.4 District Executive members shall be elected by secret ballot at the Annual Spring Assembly.

**ARTICLE 8 - DISTRICT LEVY**

- 8.1 There may be a District Levy.
- 8.2 The District Levy will be conducted according to the By-Laws.

**ARTICLE 9 - AMENDMENTS TO THE CONSTITUTION**

- 9.1 A constitutional review will take place yearly, before March 1. There will be a committee composed of the Bargaining Unit Presidents or designates, District Vice-President, and the District Officer. Notwithstanding the above, any unit may bring a motion for a constitutional change to the District Executive.
- 9.1.1 Amendments to this Constitution may be made at a District Annual Spring Assembly as follows:
- 9.1.2 a) By a two-thirds majority of the members present and qualified to vote and voting providing that:
  - i) Notice of the proposed amendment shall have been given in writing to the President and Secretary no later than thirty (30) work days prior to the District Assembly Meeting, and
  - ii) Such notice shall have been forwarded to the work locations in order to arrive no later than the first Monday of the month in which the meeting is to be held.
- 9.1.3 b) By a nine-tenths majority of the members present and qualified to vote and voting, providing previous notice as in (a) not having been given.

**ARTICLE 10 - DISTRICT GENERAL ASSEMBLY (D3 Membership Meeting)**

- 10.1 There may be a meeting of the entire membership of Rainbow District 3.
- 10.1.1 The convening and purposes of this meeting will be described in the By-Laws.

**PART 2**

**THE BY-LAWS**

**BY-LAW 1 - DISTRICT FEDERATION YEAR**

- 1.1 For fiscal matters and terms of office, the District Federation Year shall be from July 1 to the following June 30.

**BY-LAW 2 - ELECTED POSITIONS**

**2.1 Elected Positions**

- 2.1.1 The following positions shall be elected at the Annual Meeting on alternating years, as outlined in Article 4.2.4: a) President b) Vice-President c) Treasurer d) Secretary
- 2.1.2 Election of officers will be a timed item on the agenda at the Annual Spring Assembly.
- 2.1.3 Nominations will close one-half hour prior to the beginning of elections.
- 2.1.4 The order of elections on odd years shall be President and Treasurer; and on even years Vice-President, Secretary.
- 2.1.5 The candidate receiving a simple majority of all the votes cast will be declared the winner.
- 2.1.6 If none of the candidates receive a simple majority, the candidate with the least number of votes will be dropped from the roster.
- 2.1.7 Elections will continue to be held until a candidate receives a simple majority.
- 2.1.8 Unsuccessful candidates may submit their candidacy for any of the subsequent positions to be elected.
- 2.1.9 The term of office for all District elected executive shall be two federation years subject to phase-in period in Article 4.2.4.

**BY-LAW 3 - DISTRICT EXECUTIVE**

**3.1 The Executive**

- 3.1.1 It shall be the duty of the District Executive to:
- 3.1.2 facilitate the exchange of information among the Units.
- 3.1.3 receive, review and approve the District budget proposals of the District Finance Committee.
- 3.1.4 review the contract(s) and the office staff and make recommendations for changes to salary and/or benefits.
- 3.1.5 appoint a District Officer.
- 3.1.6 review the management of the District Office.
- 3.1.7 appoint a replacement for any position on the District Executive within thirty (30) days of any vacancy that occurs in any of the elected positions on the District Executive. This appointment will be for the duration of the predecessor's term. The Bargaining Unit Presidents or designate(s) plus three additional District Executive members as approved by the District Executive will interview qualified candidates and recommend an individual for District Executive approval.
- 3.1.8 to call the meeting of the Annual Spring Assembly, giving date, time and place, no later than thirty days prior to the meeting.
- 3.1.9 to establish signing authority for all District expenses.



- 3.1.10 to authorize payment of expenses and accounts incurred in the conduct of the business of the District.
- 3.1.11 to deal with all matters which are brought before it from the Units.
- 3.1.12 to appoint any Executive positions not filled at the Annual Spring Assembly.
- 3.1.13 to appoint at the April District meeting, in preparation for the Annual Spring Assembly, a Nominating Committee and a Steering and Resolutions Committee.
- 3.1.14 to inform the Provincial Office of any matter adversely affecting the welfare of the Federation or any of its members.

**3.2 The Past District President**

- 3.2.1 It shall be the duty of the Past President to:
- 3.2.2 serve on the District Executive for one year as a voting member
- 3.2.3 act in an advisory capacity to the President and the Executive

**3.3 The District President**

- 3.3.1 It shall be the duty of the President to:
- 3.3.2 call all meetings of the District Executive, the District Annual Spring Assembly, and District General Assembly.
- 3.3.3 preside at the Annual Spring Assembly
- 3.3.4 be a member, ex officio, of all Committees and Councils of the District.
- 3.3.5 refer District matters to the appropriate Unit.
- 3.3.6 act as a signing officer of the District
- 3.3.7 on the advice of the District Executive, to represent the District or send a designate to the Standing Committees of the Rainbow District School Board
- 3.3.8 be a delegate to AMPA.
- 3.3.9 The District President is to be paid the maximum salary of their job class plus a responsibility allowance equivalent to Program Leader in the current Teacher Bargaining Unit collective agreement between OSSTF District 3 and the Rainbow District School Board.
- 3.3.9.1 If the District President vacates his/her position during the two year term of office, the process for selecting an interim president will follow by-law 3.1.7
- 3.3.9.2 act as signing authority to the District.

**3.4 The District Vice-President**

- 3.4.1 It shall be the duty of the Vice-President to:
- 3.4.2 perform the duties of the President in his/her absence.
- 3.4.3 perform such other duties as are delegated by the Executive.
- 3.4.4 call meetings of the Standing Committees no later than the fourth week of September if such meetings have not been initiated by the committee(s) concerned.
- 3.4.5 participate in any review of the District constitution

**3.5 The District Treasurer**

- 3.5.1 It shall be the duty of the Treasurer, with such assistance as may be provided by the District Officer and the District Office Secretary to:
- 3.5.2 keep account of all monies received and disbursed in accordance with accepted accounting practices.
- 3.5.3 deposit all monies received in a chartered bank, trust company, or credit union in the name of the Rainbow District 3 of the OSSTF.
- 3.5.4 pay by cheque all authorized accounts in accordance with the District Constitution, all cheques being countersigned by the President or his/her authorized Agent and the Treasurer or his/her authorized Agent.

- 3.5.5 In consultation with the Unit Treasurers, present annually a detailed and duly audited consolidated financial report for the preceding fiscal year.
- 3.5.6 in consultation with the District Finance Committee, prepare a budget, for the upcoming year for the District Annual Spring Assembly.
- 3.5.7 in consultation with the District Finance Committee, send to the Provincial Office, within 90 school days of the District fiscal year end, on the standard form provided, one copy of the District Financial Report.
- 3.5.8 act as the Chair of the District Finance Committee.
- 3.5.9 arrange through Provincial Office for an annual audit of District finances.
- 3.5.10 present a quarterly interim financial report to the District Executive at their regular meetings.
- 3.5.11 act as liaison between the Unit Treasurers and the Provincial OSSTF on Financial matters.
- 3.5.12 act as signing authority to the District Officer.

3.6 **The District Secretary**

- 3.6.1 It shall be the duty of the Secretary (with the assistance of the District Officer) to:
- 3.6.2 be responsible for and ensure that a copy is kept on file of all minutes of meetings of the Rainbow District 3 Executive, of the District Annual Spring Assembly, and District General Assembly.
- 3.6.3 forward all required documents and resolutions of District Assemblies to the Provincial and District Offices.

3.8 **Chairs of Standing Committees**

- 3.8.1 The Chair will be elected at the first meeting of the Standing Committee each school year.
- 3.8.2 It shall be the duty of each chair of the Standing Committees to:
- 3.8.3 attend all meetings of the District Executive.
- 3.8.4 hold a minimum of three (3) meetings of their committee during the year
- 3.8.5 hold their first meeting before the end of October
- 3.8.6 report to their committee any relevant information from the District Executive.
- 3.8.7 oversee the expenses of their committee to keep it within budget.
- 3.8.8 prepare a written report to the District Executive meetings on the activities and concerns of their committee.

3.9 **Unit Presidents**

- 3.9.1 It shall be the duty of the Unit Presidents to:
- 3.9.2 attend all meetings of the District Executive
- 3.9.3 report on the activities and the concerns of the members in their units
- 3.9.4 report to their Unit the relevant information from the District Executive
- 3.9.5 attend the monthly Bargaining Unit Presidents' meetings.
- 3.9.6 oversee the expenses of their Bargaining Unit to keep it within budget

**BY-LAW 4 - STANDING COMMITTEES**

4.1 **Communication / Political Action Committee**

- 4.1.1 It shall be the duty of the District Communication / Political Action Committee to:
- 4.1.2 implement programs approved at the District Annual Spring Assembly
- 4.1.3 implement special programs as approved from time to time by the District Executive

- 4.1.4 establish and maintain liaison with local organizations such as Labour Council, Chamber of Commerce, and others
- 4.1.5 establish and maintain liaison with the local MPP's and MPP's
- 4.1.6 respond to provincial initiatives
- 4.2.7 publish a local newsletter, The Rock, for the information of members
- 4.2.8 The editor of The Rock, shall be a member of the committee
- 4.2.9 establish and maintain liaison with representatives of the local media
- 4.2.10 assist the District Executive and the Bargaining Units in matters involving internal and/or external communications
- 4.2.11 be responsible for all District and Provincial awards (with the assistance of the District Officer).

#### 4.3 **Educational Services**

- 4.3.1 It shall be the duty of the District Educational Services Committee to:
- 4.3.2 act as the voice of the District in matters of professional development
- 4.3.3 be responsible for the management of all professional development funds
- 4.3.4 work with the Rainbow District School Board in the organization of professional development at a district and unit level.
- 4.3.5 carry out those assignments requested by the Executive
- 4.3.6 respond to provincial Educational Services initiatives
- 4.3.7 allocate the District Educational Services budget to the respective Bargaining Units based on the Full Time Equivalency (FTE).

#### 4.4 **Status of Women**

- 4.4.1 It shall be the duty of the District Status of Women Committee to:
- 4.4.2 monitor regularly the professional status of women members of Rainbow District 3 and to advise the District Executive on the need of appropriate action with respect to any developing trends.
- 4.4.3 provide a forum of discussion of issues relevant to women in the District
- 4.4.4 respond to provincial Status of Women initiatives

#### 4.5 **Health & Safety**

- 4.5.1 The chair of the Health and Safety Committee shall serve as the District representative on the Board Joint Health and Safety Committee.
- 4.5.2 It shall be the duty of the District Health & Safety Committee to:
- 4.5.3 make recommendations to the District Executive and to the Unit Executives on general matters of health and safety
- 4.5.4 assist and advise the Members of the District in dealing with health and safety issues
- 4.5.5 receive and pursue District health and safety concerns
- 4.5.6 respond to provincial initiatives

#### 4.6 **Finance Committee**

- 4.6.1 It shall be the duty of the Finance Committee to:
- 4.6.2 draft the annual District Budget to be presented at the Annual Spring Assembly
- 4.6.3 recommend, at the end of the fiscal year, the disposition of any funds surplus to the needs of the District and/or bargaining units
- 4.6.4 develop and publish guidelines for district member expenses

4.6.5 act as an advisory body (through the District Treasurer) to the District Executive on financial and budgetary matters

**4.7 Collective Bargaining Committee & Contract Maintenance Committee**

4.7.1 The committee will select a chair that will represent them at the District Executive

4.7.2 It shall be the duty of this committee to:

4.7.3 define common goals and objectives in bargaining with the Employer

4.7.4 receive and discuss progress reports on negotiations from the Units

4.7.5 respond to provincial initiatives

4.7.6 share concerns and grievance progress from the different Units

4.7.7 maintain a liaison with the Provincial Office through the Field Secretary with respect to grievances

4.7.8 distribute funds allocated by the District Treasurer to C.B.C./ C.M.C. committee of the units on a per capita basis.

**BY-LAW 5 AMPA DELEGATION**

5.1 It shall be the duty of the District AMPA delegates to:

5.1.1 attend pre-AMPA meetings called by the Chair for the purpose of discussing business related to AMPA

5.1.2 ensure that a full slate of Delegates and/or alternatives is on the floor at AMPA at all times

5.1.3 assist Rainbow District 3 candidates running for Provincial Office

5.1.4 support AMPA resolutions arising in Rainbow District 3 that have been approved by all Unit Executives

5.1.6 ensure that receipts are provided to the Provincial Office and/or the District Treasurer to account for money received to cover approved expenses.

5.2 AMPA delegates will be elected annually no later than the January meeting

5.2.1 AMPA delegates will be elected first on the basis of the Full Time Equivalency (FTE) of the Bargaining Units according to the Provincial Office Constitution

5.2.2 If the AMPA delegation from District 3 cannot be filled from the above process in By-law 5.2.1, any member from any Bargaining Unit will be eligible to apply for AMPA delegate status from District 3.

5.2.3 The number and selection of alternates to AMPA will be determined by a vote(s) of the District Executive at the January District Executive Meeting. Any member in good standing of OSSTF District 3 will be eligible to apply as an alternate. Their names must be submitted to the District Office prior to the January District 3 Executive Meeting to be considered for the alternate position.

**BY-LAW 6 ANNUAL SPRING ASSEMBLY**

**6.1 Structure**

6.1.1 There shall be a minimum of one delegate from each Unit

6.1.2 There shall be additional delegates for each unit in the ratio of one (1) to fifteen (15) FTE's

6.1.3 The elected members of the Executive (President, Vice-president, Secretary, and Treasurer) shall be additional delegates to the Annual Spring Assembly.

6.1.4 members of Rainbow District 3 must be given notice at least thirty (30) days before the date of the meeting

6.1.5 agenda items from the units should be received in writing at the District Office no later than fifteen (15) days prior to the meeting

6.1.6 on time resolutions should be received in writing at the District Office no later than fifteen (15) days prior to the meeting

6.2 **Duties**

- 6.2.1 It shall be the duty of the District Assembly to elect the District Executive.
- 6.2.2 receive and consider reports and communications from the OSSTF and OTF.
- 6.2.3 receive and consider reports and communications from Standing Committees
- 6.2.4 adopt an annual budget for the District as presented by the Finance Committee
- 6.2.5 determine the actions to be taken in regard to reports received and instruct the standing Committees thereon.
- 6.2.6 consider matters of general interest to education as they affect the OSSTF or the District.
- 6.2.7 make amendments to the constitution.

6.3 **Quorum**

- 6.3.1 a quorum will be a simple majority of the registered delegates

**BY-LAW 7 DISTRICT OFFICER**

7.1 **Eligibility**

- 7.1.1 the candidate for the position of District Officer must:
- 7.1.2 have a minimum of five years local OSSTF District 3 federation executive experience at the Branch, Bargaining Unit, or District level
- 7.1.3 be a member in good standing of OSSTF D3 Rainbow
- 7.1.4 be prepared to accept the position as a two (2) year appointment.

7.2 **Hiring**

- 7.2.1 the position will be advertised to the membership in the first week of February, each hiring year
- 7.2.2 the deadline for receiving applications will be March 1
- 7.2.3 applicants for the position will be interviewed by the Bargaining Unit Presidents or designates and three District Executive members. These three District Executive members will be voted by the District Executive.(as per By-law 3.1.7)
- 7.2.4 the Executive will select the successful candidate prior to April 1
- 7.2.5 all applicants will be informed of the decision in writing
- 7.2.6 The District Officer is to be paid the maximum salary of their job class plus a responsibility allowance equivalent to Program Leader in the current Teacher Bargaining Unit collective agreement between OSSTF District 3 and the Rainbow District School Board.

7.3 **Duties**

- 7.3.1 It shall be the duty of the District Officer to:
- 7.3.2 assist in all aspects of negotiations
- 7.3.3 assist in all aspects of contract maintenance
- 7.3.4 assume the responsibility of managing the District office
- 7.3.5 manage records and minutes of all Committee meetings
- 7.3.6 manage records of correspondence and answer same under instruction from the District Executive
- 7.3.7 assist the District President in arranging meetings
- 7.3.8 attend all meetings of the District Executive
- 7.3.9 submit a written report to the Executive at the monthly District meeting
- 7.3.10 to assist Bargaining Unit Presidents with Benevolent Council applications as requested.
- 7.3.11 be responsible for tracking postings, replies to postings and the successful candidates
- 7.3.12 be responsible for keeping membership data current

- 7.3.13 submit an annual report to the Annual Spring Assembly
- 7.3.14 act as a signing officer of the District

**BY-LAW 8 UNITS**

- 8.1 It shall be the duty of the members of each Unit to approve a Constitution.
- 8.1.1 Each Unit Executive shall include a:
  - a) President
  - b) Vice President
  - c) Secretary/Treasurer
  - d) Chief Negotiator/CMC Chair
- 8.1.2 Where a Constitution of the Unit is approved by a general meeting of the Unit membership, such Constitution and By-Laws shall not contravene the Constitution and By-Laws of Rainbow District 3 or the Constitution and By-Laws of the Provincial OSSTF.

**BY-LAW 9 DISTRICT LEVY**

- 9.1 the district levy shall be based on a percentage of gross salary earned.
- 9.1.1 the approval of the District levy shall be done by secret ballot of all members.
- 9.1.2 the membership will be notified in writing of the proposed change in the levy, thirty (30) days before the District Annual Spring Assembly
- 9.1.3 the notice should indicate the amount, the purpose, and other restrictions which may apply.

**BY-LAW 10 DISTRICT GENERAL ASSEMBLY (Full OSSTF District 3 membership)**

- 10.1 The District General Assembly shall be convened:
  - 10.1.1 by the District Executive
  - 10.1.2 upon the written request of one or more Units
  - 10.1.3 upon the receipt of a petition containing the signatures of ten (10) percent of the District membership
  - 10.1.4 if the District Budget has not been approved as per By-Law 6.2.4

**BY-LAW 11 - DISTRICT FINANCES**

**11.1 GENERAL ACCOUNT**

**11.1.1 Preparation of the Budget**

- 11.1.1.1 Each District spending authority shall provide for the District Finance Committee, by the end of April, a written report to include for each account for which it is the spending authority
  - (a) the budget(s) request for the following fiscal year based on a projection of expenditures to be charged to the account(s) along with the details of projected activities;
  - (b) the total expenditures for the account(s) in the previous year.
- 11.1.1.2 Each Branch/Geographic Area will be requested to submit by the end of March, their ideas and recommendations (and their costing) with regard to what the Rainbow District 3 plans and priorities should be for the following year.

- 11.1.1.3 The District Finance Committee shall submit a written report, including the submitted budget requests of the spending authorities, and the submissions from the branches/ geographic areas to the District Executive.
- 11.1.1.4 The District Finance Committee, in order to discharge its duties, shall be present at the District Annual Spring Assembly.
- 11.1.1.5 The budget shall include the following line items:
  - (a) District President/ Salaries/ Benefits/ Expenses
  - (b) District Officer/ Salaries/ Benefits/ Expenses
  - (c) District Meetings: Unit Executive, Unit Councils, Annual District Assembly, AMPA
  - (d) Bargaining Units
  - (e) District Standing Committees
  - (f) District Office
  - (g) Other
- 11.1.1.6 The following line items should be allocated a minimum percentage amount of the Provincial Funding Master so that the District may qualify for additional funding from the 2000 accounts:
  - (a) Account #2025 - Special District Negotiations, or equivalent, requires that up to 15% of the Funding Master be allocated for negotiations. Thus, District CBC/CMC gets up to 15%.
  - (b) Account #2050 - PAC Special District Programs, or equivalent, requires that "District must have up to 2% of their Funding Master allocated for political action" thus District PAC gets up to 3%.

11.1.1.7 **Budget**

- (a) All revenues, Provincial and Local, will be pooled at the District Level.
- (b) Funds required for the District Office, and other General Expenses of the District would then be allocated.
- (c) Five (5) percent of the remaining funding master amount will be kept for extenuating circumstances, in the Contingency Account, to be administered by the District Executive.
- (d) The balance will then be allocated to Bargaining Units on a per capita basis based on full-time equivalence as provided by the Provincial Office Funding Master.
- (e) Any money budgeted but not spent would revert back to the District Reserve Account.

11.1.2 **Finance Committee Role**

- 11.1.2.1 The District Finance Committee shall have the authority to and shall review the detailed authorized expenditures of the spending authorities and shall prepare and present a written report to the District Assembly Delegates expressing the judgement of the Finance Committee to as whether or not the figures in the proposed Budget are reasonable figures for the service provided.

11.1.3 **Administration of the Budget**

- 11.1.3.1 The final amended Budget report approved by the District Annual Spring Assembly shall be the maximum expenditure.
- 11.1.3.2 Responsibility for the initial approval of expenditures for any approved budget line is delegated to the authorized spending authority for that account.

- 11.1.3.3 Notwithstanding By-Law 13.1.3.2, the District Executive have the authority and require that each expenditure be subject to their approval and shall be responsible for satisfying themselves as to the immediate value and economic wisdom of the expenditure. The District Executive shall have complete authority in the matter of approving expenditures or reducing costs within the limits of the Budget.
- 11.1.3.4 All expenditures which are not provided for in the General Account Budget shall be charged to the Contingency Account.
- 11.1.3.5 The District Executive shall allocate the year end surplus from the General Account to the Reserve Account

#### 11.1.4 **Approval for Overspending**

- 11.1.4.1 Any expenditures in all accounts beyond the budget approved by the District Assembly shall require the prior approval of the District Executive, which shall then report all such approvals, in writing, at the next Annual District Assembly.
- 11.1.4.2 Any over expenditure of General Accounts which has had the prior approval of the District Executive may be covered by the General Fund surplus of that fiscal year.
- 11.1.4.3 Any expenditures beyond the total amount of the Budget approved by the District Assembly, shall require the prior approval of the District Executive.

#### 11.2 **Contingency Account**

##### 11.2.1 **Objectives**

- 11.2.1.1 The object of the Contingency Account shall be
  - (a) to provide funds to finance special projects which were not provided for in the General Account Budget approved by the previous meeting of the District Assembly, and which, in the opinion of the District Executive, are of sufficient benefit to the Federation/District that they should not be delayed until the following Annual District Assembly for approval:
  - (b) to provide for overspending of the General Account Budget, which, in the opinion of the District Executive, is warranted in light of current costs.
- 11.2.2.1 Any expenditure for special projects authorized by the District Executive which is not provided for in the General Account Budget shall be paid for out of the Contingency Account.
- 11.2.2.2 The District Executive shall have the sole authority for expenditures from the Contingency Account in any one fiscal year.
- 11.2.2.3 The Contingency Account shall be budgeted at no more than 4% of the General Account Budget annually.
- 11.2.2.4 The District Finance Committee shall, in the preparation of the Budget, recommend the amount to be allocated to the Contingency Account for the approval of the Annual District Assembly.

#### 11.3 **Restricted Reserve Account**

##### 11.3.1 **Objectives**

- 11.3.1.1 to maintain a negotiations/strike fund to finance expenses arising from negotiations with the employer;
- 11.3.1.2 to maintain a Capital Equipment Fund to provide for the purchase, replacement, or repair of office equipment, when the need was not anticipated or included in the budget;



- 11.3.1.3 to maintain a Property/Capital Maintenance Fund to provide for the purchase of a property for the use of the District or to perform maintenance and renovations of the current District 3 office;
- 11.3.1.4 to maintain a General Reserve Fund to finance District expenses not anticipated nor budgeted for in the General Operating Account budget.

11.4.2 **Management**

- 11.4.2.1 The Negotiations/Strike Fund shall not exceed \$500,000.
- 11.4.2.1.1 A year-end surplus in the general operating account of up to \$25,000 may be allocated by the District Executive to the Negotiations/Strike Fund.
- 11.4.2.2 The Capital Equipment Fund shall not exceed \$25,000.
- 11.4.2.2.1 A year-end surplus in the general operating account of up to \$4,000 may be allocated by the District Executive to the Capital Equipment Fund.
- 11.4.2.3 The Property/Capital Maintenance Fund shall not exceed \$1,000,000.
- 11.4.2.3.1 A year-end surplus in the general operating account of up to \$50,000 may be allocated by the District Executive to the Property/Capital Maintenance Fund.
- 11.4.2.4 The General Reserve Fund shall not exceed \$50,000.
- 11.4.2.4.1 Funds may be transferred at year-end from the General Operating Account to the General Reserve Fund or from the General Reserve Fund to the General Operating Account when approved by a motion of the District Executive/
- 11.4.2.5 Expenditures from the Restricted Reserve Account must be approved by a motion of the District Executive.
- 11.4.2.6 The District Treasurer shall present a statement of the Restricted Reserve Account at the Spring Assembly.
- 11.4.2.7 An interim statement shall be submitted by the District Treasurer on the request of the District Executive.

11.5 **District Reimbursement of Expenses to Members**

11.5.1 **Procedure**

- (a) All expenses must be pre-arranged by the spending authority. (13.6.1)
  - (b) The claimant must complete an Expense Voucher, sign it and attach all receipts. Mileage will be paid at the current provincial rate and requires no receipts, but a Mileage Expense Voucher must still be submitted.
  - (c) The spending authority must sign the Mileage Expense Voucher, thus agreeing that the expense was as pre-approved from school or home (whichever is closer). That members who travel with another person in their vehicles will have a mileage allowance based on the Provincial rate that matches the Provincial guideline.
  - (d) Then vouchers are faxed or brought in to the District Office.
  - (e) At the next District Executive Meeting, the executive will review all outstanding expenses and approve or disallow each claim.
  - (f) If approved, the Treasurer signs the voucher and issues a cheque to the claimant. Later, at an appropriate time the Treasurer will then claim this expense from Toronto, if applicable.
  - (g) If disallowed, the claimant must bear the expense or appeal to the District Executive at its next meeting.
- 11.5.2 There will be **no** exception to this procedure. Under no circumstances will a cheque be issued until steps (a) to (e) have been complied with.

11.6 **Spending Authority**

11.6.1 **For each of the District Standing Committees:**

- (a) Educational Services: the elected Chairperson is the Spending Authority.
- (b) Status of Women: the elected Chairperson is the Spending Authority.
- (c) Health & Safety: the elected Chairperson is the Spending Authority.
- (d) CBC & CMC: the elected Chairperson is the Spending Authority.
- (e) Communication / Political Action: the elected Chairperson is the Spending Authority.
- (f) Human Rights: the elected Chairperson is the Spending Authority
- (g) Finance: the elected District Treasurer is the Spending Authority

11.6.3 **For all other District Expenses:**

- (a) The appointed District Officer, or
- (b) the elected District President

11.6.4 **For the Bargaining Units:**

- 11.6.4.1 T/OTBU, ESS, PSSP, and SSSC (Sudbury Student Services Consortium): the elected President and/or the elected Treasurer of the Unit as prescribed by the Unit Constitution. The District Treasurer will sign all expense vouchers upon the approval of the District Executive and then issue a cheque to the claimant.

**BY-LAW 12 - ANTI-HARASSMENT AND ANTI-BULLYING POLICY**

Districts and Bargaining Units across the Province are currently amending their constitutions to comply with Bylaws 23.1.12 and 23.14.9 which state that it is the duty of a District and Bargaining Unit to provide for “the establishment of anti-harassment, anti-bullying and anti-sexual harassment policies and procedures that are followed for all OSSTF members and employees for both the office as a workplace and for OSSTF sponsored functions”.

- 12.1 **Anti-Harassment and Anti-Bullying Policy**  
The OSSTF District 3 shall have an Anti-Harassment and Anti-Bullying Policy and Procedure to be followed at all OSSTF workplaces and functions. See OSSTF. District 3 Human Rights Anti-Harassment binder.
- 12.2 The Anti-Bullying and Anti-Harassment Policy and Procedure and any amendments to it shall be approved by the OSSTF District 3 Executive Council.

13.1 **BY-LAW 13 ANTI-HARASSMENT AND ANTI-BULLYING APPEALS PROCEDURE**

Members of OSSTF District 3 affected by a decision resulting from a complaint under the OSSTF District 3 Anti-Harassment and Anti-Bullying Procedure may appeal this decision using the following procedure:

- 13.1.1 Within five days of the decision, the affected member (herein called the Appellant) shall submit a request in writing to the OSSTF District 3 President for an Appeal Hearing.
- 13.1.2 Within two days of receiving the request, the OSSTF District 3 President shall appoint

three members of the OSSTF District 3 Appeals Committee to consider the appeal.

- 13.1.3 Within three days, the OSSTF District 3 Appeal Committee shall meet to consider the appeal.
- 13.1.3.1 The OSSTF District 3 Appeal Committee shall review the complaint, the investigation process and findings, and the decision.
- 13.1.3.2 Following the review, the Committee shall either confirm or modify the decision.
- 13.1.3.3 The decision of the OSSTF District 3 Appeal Committee shall be consistent with the OSSTF District 3 Anti-Harassment and Anti-Bullying Policy and Procedures.
- 13.1.4 The OSSTF District 3 Appeal Committee shall report the decision on the Appeal to the OSSTF District 3 President within five (5) days after meeting at which the Appeal is considered.
- 13.1.5 Within two days of receiving the decision of the OSSTF. District 3 Appeal Committee, the OSSTF District 3 President shall communicate the decision to the Appellant in writing.
- 13.1.6 The decision of the OSSTF District 3 Appeal Committee shall be considered final and not subject to any appeal.
- 13.1.7 The OSSTF District 3 Appeal Committee shall report the decision on the Appeal to the OSSTF District3 President within five (5) days after meeting at which the Appeal is considered.
- 13.1.8 Within two days of receiving the decision of the OSSTF District 3 Appeal Committee, OSSTF District 3 President shall communicate the decision to the Appellant in writing.
- 13.1.9 The decision of the OSSTF District 3 Appeal Committee shall be considered final and Not subject to any appeal.
- 13.1.10 Addition to Duties of the President or Executive/Council to appoint five (5) members to the OSSTF District 3 Appeals Committee prior to September 30 of each year.

*Approved at Spring Assembly – May 1<sup>st</sup>, 2019*  
*Approved at Spring Assembly: May 8<sup>th</sup>, 2013*  
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*Revised April 14, 2010*  
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